

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY COMPANY

And The

SMART TD

Pursuant to Carrier's Notice dated April 5, 2016, ID service (as that term is used in Article IX of the 1985 National Agreement) may be established between Alliance, TX and Amarillo, TX, to handle intermodal and automotive trains between these terminals under the following conditions:

1. Interdivisional pool freight crews will operate between Alliance and Amarillo, through the terminals of Wichita Falls and Quanah, with Alliance being the home terminal and Amarillo the away-from-home terminal:
 - 1.1 The district miles between Alliance and Amarillo shall be 352 miles.
 - 1.2 The Trip Rate for this pool will be established by using the existing elements in the Alliance to Childress pool and adding the overmiles at the rate provided for in paragraph 7 of this agreement.
2. Turns in the pool shall be allocated on the following basis:

Turns 1 through 9	ATSF
Turns 10, 12, 14 and so on	BN
Turns 11, 13, 15 and so on	ATSF

 - ATSF Northern/Southern Alliance, TX to Childress, TX
 - ATSF Eastern/Western Amarillo, TX to Childress, TX
 - 2.1 As the equity in this pool may change with the addition or subtraction of trains from this pool, the parties commit to meet at least once each year to review the equity allocation in this pool.
 - 2.2 Additional adjustments may be made pursuant to Side Letter #1 to this agreement.
 - 2.3 In the application of the allocations set forth here, a turn shall be added

when the pool miles increase by more than 4400.

- 2.4 There will be no commingling of work or exchange of trains between the pool established herein and the Amarillo – Wichita Falls and Wichita Falls – Ft. Worth pools.
- 2.5 If either the ATSF or BN allocations are not filled by the designated forces the other designee would have bid behind rights to fill the vacancy. In this instance the senior employee would be placed to the position. In the event that force assignment becomes necessary the ATSF N/S rules would apply.
3. The former ATSF Northern/Southern collective bargaining agreement will apply to this pool:
 - 3.1 This does not preclude the parties from negotiating other conditions that differ from, or are not a part of, the existing ATSF N/S collective bargaining agreement.
 - 3.2 When a BN conductor takes a position in these pools, he will take the conditions of the assignment, but will also be paid lonesome pay under the BN Crew Consist Agreement and one contribution of \$48.25 will be made to the productivity fund.
4. The pool shall operate on a “first-in/first-out” basis at both the home and away-from-home terminals:
 - 4.1 Employees working under the terms of this agreement will be positioned at the home terminal and at the away-from-home terminal based upon home-on-duty times.
 - 4.1.1 If an employee is turned en route back to the home terminal, the employee will establish a new position in the pool based on tie-up time.
 - 4.2 Employees in this service who lay-off, or who are for any reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the employee shall go last out on the home terminal board:
 - 4.2.1 Extra service (e.g., build up turns) at the home terminal shall be filled from the consolidated Alliance extra board.
 - 4.3 Trainmen working in this service will receive a two hour call at the home terminal and a 1.5 hour call at the away-from-home terminal.

- 4.4 Except in cases of emergency, conductors in this service shall lay-off and report for service at the home terminal only. They will be permitted to ride a train to the home terminal provided they obtain a supervisor's approval in advance.
- 4.5 Conductors may only exercise the foot of the board (FOB) option once during any layover. Additionally, conductors are required to exercise the FOB option prior to reaching a pre-determined number of times out on the board:
 - 4.5.1 The pre-determined number of times out will be based on the average number of trains called in a six hour period and will be initially set at 3.
5. Hours of service relief in this service shall be performed pursuant to existing agreement provisions. This section does not preclude calling a trainman in this service out of either terminal to combine service and deadhead to a train operating between Alliance and Amarillo, in either direction, with the understanding that crews shall not, except in case of bona fide emergency, be required to return to the initial terminal. When practicable, the following will govern:
 - 5.1 For Westbound trains at or West of Quanah, Extra Board 10 (FWD) at Amarillo will be used to provide hours of service relief for trains when necessary.
 - 5.2 For Eastbound trains at or East of Quanah, the South extra board at Alliance will be used to provide hours of service relief for trains when necessary.
6. Trainmen called in the Alliance-Amarillo pool will not be tied up between terminals or turned back to the initial terminal, except when their movement is prevented (e.g., derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and washouts). If the trainman is returned to their initial terminal for any reason, they shall be paid a minimum of a one-way trip, or actual miles traversed if greater, and be placed at the foot of the board.
7. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
8. Suitable transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service, BNSF shall authorize and provide suitable transportation for the employee.
9. Employees shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.

10. Crews in this service shall receive a Code 09 meal if on duty eight hours or less, or a Code 72 meal if on duty in excess of eight hours, for each service trip, or combined service trip.
11. Trainmen may not trade trains with trains moving in the opposite direction, nor may long pool crews exchange trains with short pool crews:
 - 11.1 When a trainman is required to trade trains with trains that are operating in the same direction, the crew shall be paid one hour at the basic through freight rate, for each occurrence, in addition to all other earnings for the trip.
12. When a crew in this service is tied up under the Hours of Service Law or required to give up a train, the crew shall be promptly deadheaded to the destination terminal.
13. It is not intended that crews in this service will be required to perform local freight such as station, plant and industrial switching:
 - 13.1 If, however, such service is required, the crew shall receive actual time consumed with a minimum of 30 minutes at the pro rata rate, for each point, in addition to all other earnings for the day or trip:
 - 13.1.1 spotting of cars at a particular location on a designated track or making other than a straight set-out an/or pick-up shall be considered station or industrial switching
 - 13.1.2 any employee with seniority established prior to November 1, 1985, who elects to take the service covered by this agreement, will retain eligibility for duplicate time payments on this new assignment.
14. Trainmen in this pool who are tied up for rest at Amarillo will be paid continuous time for all time held after the expiration of sixteen hours from the time relieved from previous duty, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service.
15. When a trainman in this pool is called and released, after time of going on duty, but before road trip commences, such employee will be paid a basic day and stand first out, after receiving legal rest. When a trainman in this pool is called and released before going on duty (released 44 minutes or less prior to on-duty time), such employee will be paid one-half of a basic day and stand first out:
 - 15.1 No payment is due when there is a documented call attempt to release the trainman at least one hour prior to the on-duty time.
 - 15.2 If a trainman is called and released at the away from home terminal, held


time will not be broken. However, there will be no duplicate payment for held time and time on duty.


16. Wait time: When a crew is tied up under the Hours of Service Law en route to the final terminal, the time waiting for transportation will be paid on a minute basis:
 - 16.1 Wait time is measured from the time the trainman expired under the Hours of Service Law until the arrival of transportation to the final terminal.
17. The former ATSF N/S Division Schedule Agreement will apply to trainmen required by BNSF to attend a formal investigation; however, trainmen in this service who are ordered by BNSF to appear for a formal investigation at a location other than their home terminal will qualify for mileage reimbursement whether or not the crew member receives discipline. However, to the extent feasible, formal investigations will be held at the home terminal of the employees involved.
18. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service:
 - 18.1 In lieu of the protection afforded in this paragraph, employees may elect to accept relocation benefits as outlined in Side Letter 2 of this Agreement.
19. Except as modified by this Agreement, all other Agreement provisions and understandings remain unchanged.


Signed at Ft. Worth, TX on December 15, 2016 and effective December 16, 2016.

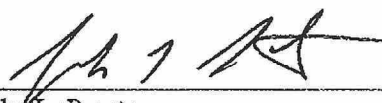
FOR THE BNSF RAILWAY CO.:

FOR THE SMART TD:


Milton H. Siegele, Jr.
Assistant Vice President
Labor Relations


Chad Adams
General Chairman


Jason Ringstad
General Director
Labor Relations


Mike LaPresta
General Chairman

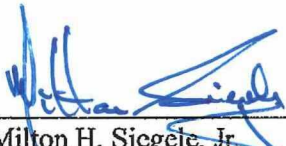
Side Letter #1 – Equity in Alliance/Amarillo Pool

Without prejudice to either parties position that the former ATSF Eastern/Western Lines committee has rights to the work in this pool, the parties agree to meet and address equity concerns raised by all committees and former roads that are impacted by this new pool, and make necessary adjustments to this pool to address those concerns. That includes concerns raised by the former ATSF Eastern/Western Lines committee, the former ATSF Northern/Southern Lines committee and the former FWD committee.

The equity division shown in Item 2 of the agreement is herein expanded to reflect proper equity to the amount of 40 turns.


1. N/S	11. N/S	21. E/W	31. N/S
2. N/S	12. BN	22. BN	32. BN
3. E/W	13. N/S	23. N/S	33. E/W
4. N/S	14. BN	24. BN	34. BN
5. N/S	15. E/W	25. N/S	35. N/S
6. E/W	16. BN	26. BN	36. BN
7. N/S	17. N/S	27. E/W	37. N/S
8. N/S	18. BN	28. BN	38. BN
9. E/W	19. N/S	29. N/S	39. E/W
10. BN	20. BN	30. BN	40. BN

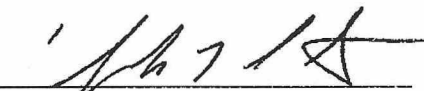
FOR BNSF RAILWAY CO.:

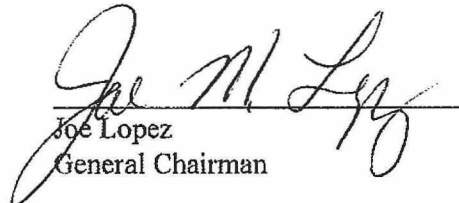

Milton H. Siegel, Jr.
Assistant Vice President
Labor Relations


Jason Ringstad
General Director
Labor Relations

FOR THE SMART TD:


Chad Adams
General Chairman


Mike LaPresta
General Chairman


Joe Lopez
General Chairman

Side Letter #2 – Relocation

In lieu of the benefits provided in Section 17 of this agreement, it was agreed that up to 15 conductors, assigned to the Clovis – Childress pool or Slaton, TX on April 5, 2016, who bid for and are awarded a position in Alliance, TX or Amarillo, TX would be eligible for a relocation package as set forth in this Side Letter #2:

1. Any conductor making a bona fide move to Alliance or Amarillo (or nearby location) would be eligible for a \$35,000 moving package as outlined below:
 - a. \$25,000.00 when the conductor reports to the new location
 - b. \$5,000.00 after performing 18 months of actual service at that location
 - c. \$5,000.00 after performing 36 months of actual service at that location

The relocation package does not require the sale or purchase of real estate but does require a permanent residency address (actual physical address) at the new location.

2. In lieu of any benefits provided above, a \$15,000 allowance payable in three (3) payments of \$5,000 payable at 12 months, 24 months and 36 months after the employee makes this election.
3. If the employee receives a relocation package in Section 1 or 2 above and subsequently leaves the Alliance or Amarillo terminal voluntarily prior to the expiration of the 36-month period, they will forfeit future relocation payments and will be required to repay all previous relocation payments.

If the employee receiving the relocation package becomes eligible to retire under the terms of the Railroad Retirement Board (RRB) less than 36 months from their relocation, they will not be eligible for any additional payments subsequent to their retirement.

Employee relocating under this provision shall be afforded BNSF provided lodging at Alliance or Amarillo for a period not to exceed 30-days.

Employee awarded a relocation package to Alliance or Amarillo may not be displaced by another Slaton conductor for three years (measured from the effective date of this agreement) unless that employee cannot hold any position to which he/she is entitled (otherwise furloughed).

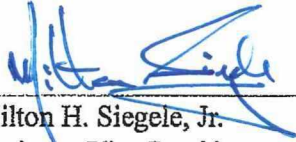
Employee awarded a relocation package to Alliance or Amarillo and later displaced from the pool due to normal business fluctuations and/or mileage regulation cannot be force assigned back to their former seniority district for a period of three years, calculated from the date of relocation. This does not preclude an employee from voluntarily bidding to a position on the former seniority district if they are unable to hold a position in the pool to

which they relocated. However, they must exercise seniority back to the pool when the position becomes available.

The total number of packages available pursuant to the terms of this letter shall be limited to 15 relocation packages. One relocation package will be reserved for the former FWD allocated turn previously in the Clovis – Childress pool with the remaining 15 relocation packages available to former ATSF E/W Lines employees.

FOR BNSF RAILWAY CO.:

FOR THE SMART- TD:



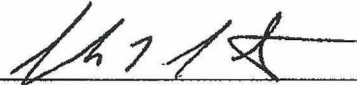
Milton H. Siegele, Jr.
Assistant Vice President
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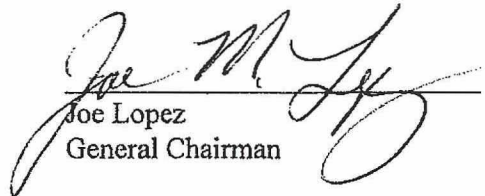
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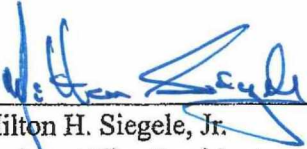
Joe Lopez
General Chairman

Side Letter #3 – Amarillo – Belen Relocation Packages

This will confirm our understand that the relocation packages offered under this Agreement will have no impact on the relocation packages offered in connection with the Amarillo – Belen ID Agreement.

FOR BNSF RAILWAY CO.:

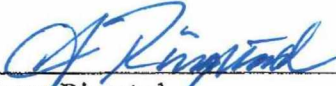
FOR THE SMART- TD:



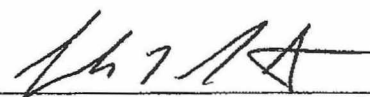
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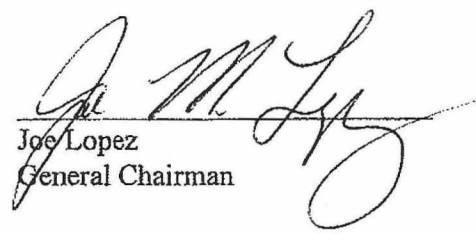
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